

RESOLUTION OF THE COMMON COUNCIL

Authorizing and directing the proper City official(s) to enter into an agreement with True North Consultants for Hazardous Materials Assessment Services for Demolition of buildings on New Public Works Facility Site

Committee Action: Finance Committee meets December 12, 2017

Fiscal Impact: \$7,700.00

File Number: R -173-2017

Date Introduced: December 12, 2017

WHEREAS, the City of Stoughton is progressing with the new Public Works Facility project; and

WHEREAS, the current site contains two single-family homes and eight outbuildings; and

WHEREAS, these buildings need to have proper inspection and testing for asbestos and lead-based paint prior to demolition; and

WHEREAS, the City has received a proposal for this service from True North Consultants; and

WHEREAS, this expense is part of the overall budget for the new Public Works Facility; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper city official(s) is hereby directed and authorized to enter into an agreement with True North Consultants for \$7,700.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

Donna Olson, Mayor

Date

Council Action: _____ ☐ **Override** **Vote** _____



CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
381 East Main Street, Stoughton, WI. 53589

(608) 873-6619

www.ci.stoughton.wi.us

RODNEY J. SCHEEL
DIRECTOR

Date: December 12, 2017

To: Finance Committee

From: Rodney J. Scheel
Director of Planning & Development

Subject: Environmental Screening for Public Works Facility

Now that the City has taken title to the last parcel of land we are in a position to move forward with the environmental testing of the two single-family homes and eight outbuildings on the site. This testing is required prior to demolition. Completing this work now will allow the results and quantities to be included construction bid documents for the project.

We have received a proposal from True North Consultants for \$7,700 and recommend proceeding with their proposal. They previously provided the testing of the Milfab buildings and are overseeing the removal of the required materials for that project.

If you have any questions, please contact me.

December 11, 2017

Mr. Rodney Scheel
City of Stoughton
Department of Planning & Development
381 East Main Street
Stoughton, WI 53589

**RE: Proposal for Hazardous Materials Assessment Services
Proposed Stoughton Public Works Building Properties
2431 and 2439 County Highway A
Stoughton, Wisconsin
Proposal # TI702-065**

Dear Mr. Scheel:

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform a Hazardous Materials Assessment at the Proposed Stoughton Public Works Building properties located at 2431 and 2439 County Highway A in Stoughton, Wisconsin (*property*). It is True North's understanding that the two single-family residential structures and eight outbuildings will be razed in order to make way for a new City of Stoughton Public Works Department facility. True North will provide proper State of Wisconsin Certified personnel for the asbestos inspection and lead-based paint (LBP) inspections. The following sections of this proposal present the purpose of the assessment, scope of services, estimated costs, schedule, and limitations.

SCOPE OF WORK

True North will complete a Hazardous Materials Assessment (HMA) on the structures. The scope of work will include the following:

- **Asbestos Survey:** True North shall provide a Wisconsin State-Certified Asbestos Inspector for completion of the asbestos survey. For each homogenous group, information shall be recorded including the location, material description, friability, quantity, and material classification. Representative bulk sampling of identified materials will be performed in accordance with applicable regulations. Bulk sampling is a destructive sampling technique for the collection of suspected asbestos-containing building materials (ACBM).

Collected bulk samples will be submitted to a National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP)

accredited laboratory for analysis. Samples shall be analyzed using the EPA recommended method, Polarized Light Microscopy (PLM), on a test until positive basis. True North shall furnish all materials and supplies necessary to accomplish project objectives including but not limited to sampling equipment, materials, and supplies. In the event that TEM analysis or Point-Counting is requested, additional costs will apply.

True North shall document survey findings in a final report. The report shall include information regarding the presence, location, quantity, and asbestos classification of identified materials.

- **Lead-Based Paint Testing:** True North shall provide an Environmental Protection Agency (EPA) accredited Lead Inspector to conduct representative sampling of suspect lead-based paint within the aforementioned structure. The scope of services will be performed in order to assess the presence of lead-based paint (LBP) on structural components and building materials within the structure suitable for recycling. Sampling will be completed through the use of a hand-held x-ray fluorescence (XRF) analyzer. True North shall furnish all materials and supplies necessary to accomplish project objectives including but not limited to sampling equipment, materials, and supplies.

True North shall document survey findings in a final report. The report shall include information regarding the identified presence and approximate locations of LBP at the *property*.

- **Hazardous Materials Inventory:** True North shall provide a qualified environmental professional to conduct an assessment of hazardous materials associated with existing structures and operations at the *property*. The survey will be conducted in order to identify the presence, location, and approximate quantity/volume of potentially hazardous materials and universal waste materials present at the *property*. The assessment shall include an inventory of identified materials along with approximate quantities/volumes for each identified material.

At the completion of survey activities, True North shall provide a report including a summary of identified hazardous materials and universal waste materials and provide recommendations for the management of these materials.

True North assumes that the City of Stoughton (Client) will assist with arranging unrestricted access for the site inspection. All laboratory analysis is assumed to be based upon standard analytical turnaround time of five days. In the event expedited analysis is required, additional fees will apply.

If roofing material sampling is requested by the Client, True North is not responsible for any leaks or damage incurred as a result of sampling or the voiding of any service or product warranties that may exist for the roofing system installation. Additionally, True North is not responsible for repairing any materials where bulk sampling has been completed.

True North will work with the City for performing fire training burns and existing tenant issues during the term of this engagement.

PROJECT COSTS

True North proposes to conduct the above scope of services for a lump sum cost of **\$7,700**.

Any additional work requested by Client and performed by True North will be completed in accordance with the attached 2017 Civil and Environmental Engineering Fee Schedule.

SCHEDULE

True North estimates that its work can commence immediately upon receiving a signed copy of this agreement. The estimated time to complete the project is 25 working days.

LIMITATIONS & QUALIFICATIONS

It is assumed for purposes of this estimate that access to the *property* is available during normal working hours and outside normal working hours. Access will not be limited and electricity is present in the building.

In the event that roofing material sampling is requested by the Client, True North is not responsible for any leaks or damage incurred as a result of sampling or the voiding of any service or product warranties that may exist for the roofing system installation.

The results reported and any opinions reached by True North are for the benefit of Client and, unless agreed to by True North in writing, are not to be disclosed to or relied upon by any third party.

The proposed estimate has been provided as a good faith estimate of costs based upon the described scope of work. Should the scope of work be modified from that initially proposed, total cost of services will be adjusted accordingly.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.



TERMS OF AGREEMENT

If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and Client. Our Schedule of Terms and Conditions are hereby incorporated as part of this agreement. Written authorization to proceed will form a binding contract and indicates your acceptance of our Schedule of Terms and Conditions. Any changes to our Schedule of Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

True North appreciates the opportunity to offer this proposal for environmental consulting services. If you have any questions, please contact me at 608-234-5092.

Regards,

TRUE NORTH CONSULTANTS

Christopher H. Valcheff
Principal Consultant

True North Proposal # T1702-065 is hereby accepted and the conditions attached and outlined herein agreed to:

CITY OF STOUGHTON AUTHORIZATION		TRUE NORTH CONSULTANTS	
By:		By:	Christopher H. Valcheff
Signature:		Signature:	
Date:		Date:	December 11, 2017

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are an integral part of the attached proposal between True North Consultants, Inc. (True North) and the Client named in the attached proposal ("Client"). Client's acceptance of the proposal includes acceptance of the Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of this proposal, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing or orally, to commence performance in accordance with the proposal and the Terms.

2.0 WARRANTY

The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Client acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the services are performed with skill and care. True North shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from multiple sources.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

4.0 SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel for True North to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy.

5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify True North in writing within fourteen (14)

calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend this Agreement, without incurring liability to Client, after giving seven (7) days written notice to Client.

6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by us for Client, are the instruments of our consulting and engineering services. These services provided by us are solely for Client's use for the project and site described in our proposal. Any documents prepared by us for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. The Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of service without True North's specific authorization to do so.
- 6.2 Electronic Files: The Client hereby grants permission for True North to use information and data provided by the Client, including electronic records produced or provided by the Client in the completion of the project. The Client also grants permission to True North to release True North documents electronically to Consultants, Contractors, and Vendors as required in the execution of the project.

7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by State law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event the Client desires additional coverage of this type, True North will, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: Client agrees to limit True North's liability to Client, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this Agreement whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this Agreement, to an aggregate limit of the amount of fees paid to True North under this Agreement, or \$50,000, whichever is greater. If Client prefers not to limit our professional liability to this sum, we shall waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client accepts our proposal. In the event

Client makes a claim against us for any act arising out of the performance of our professional services, and fails to prove such claim, then Client agrees to pay all legal and other costs incurred by us in defense of such claim.

- 8.2 Waiver of Consequential Damages: True North and Client agree to waive any claim against each other for consequential damages.
- 8.3 Indemnification: True North shall indemnify and hold harmless Client from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by True North, including injuries to employees of True North. Client shall defend, indemnify, and hold harmless True North from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of True North's services under this Agreement, unless caused by the sole negligence or willful misconduct of True North.
- 8.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this agreement. In the event that Client requests that True North provide additional services, Client's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this Agreement.

9.0 CHANGES

- 9.1 Unforeseen Site Conditions: Client reserves the right to make reasonable changes in the work to be performed after acceptance of this Agreement. Client understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 9.2 Unauthorized Changes: If changes are made in True North's work products by Client or persons other than True North, and these changes affect our work, any and all liability against True North arising out of such changes is waived and Client assumes full responsibility for such changes unless Client has given us prior notice and have received from us written consent for such changes.
- 9.3 Client Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from our subcontractors and shall provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. Client shall authorize the requested change by amending the contract price and contract time.

10.0 NOTIFICATION OF HAZARDS

It is Client's duty to notify True North of any information Client has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. Client will advise True North immediately of any information which Client receives regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of work, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, Client will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to Biological Pollutants in or around any structure, except for damages arising from or caused by True North's sole negligence.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA COMPLIANCE

Nothing contained in this Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total project cost shall be equitably adjusted by the amount of such additional costs.

15.0 DISPUTE RESOLUTIONS

Any claims or disputes between the Client and True North arising out of the services provided by True North or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and True North agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Wisconsin will govern the validity of this Agreement, its interpretation and performance.

16.0 MISCELLANEOUS

- 16.1 Controlling Law: The law of the State of Wisconsin will govern the validity of these Terms, their interpretation and performance, as well as the contract entered into between the parties to which these Terms relate. If any part of this Agreement shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 16.2 Severability/Integration/Modification: This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may not be modified or altered, except by an Agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this Agreement.
- 16.3 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

END OF TERMS AND CONDITIONS

REVISED: January 19, 2015

2017 CIVIL & ENVIRONMENTAL ENGINEERING FEE SCHEDULE MADISON, WISCONSIN OFFICE

Professional Services	Hourly Rate
Principal Consultant.....	\$ 150.00
Senior Project Manager	\$ 125.00
Project Manager	\$ 105.00
Associate Project Manager	\$ 90.00
Senior Professional Engineer	\$ 125.00
Professional Engineer.....	\$ 105.00
Engineering Technician.....	\$ 90.00
Senior Professional Geologist.....	\$ 125.00
Professional Geologist.....	\$ 105.00
Associate Geologist	\$ 90.00
Senior Project Scientist.....	\$ 125.00
Project Scientist	\$ 105.00
Associate Project Scientist.....	\$ 90.00
Field Technician.....	\$ 75.00
Certified Industrial Hygienist.....	\$ 125.00
Senior Industrial Hygienist.....	\$ 105.00
Industrial Hygienist.....	\$ 85.00
Certified Safety Professional.....	\$ 125.00
CAD Operator.....	\$ 75.00
Administrative Staff	\$ 55.00
Asbestos Project Designer	\$ 125.00
Asbestos Management Planner.....	\$ 105.00
Asbestos Inspector	\$ 85.00
Asbestos Project Manager	\$ 80.00
Asbestos Air Sampling Professional	\$68.75
Expenses	Unit Rate
Field Expenses/Rental Equipment	Cost + 12%
Commercial Travel	Cost + 12%
Printing & Reproduction	Cost + 12%
Disposal Charges	Cost + 12%
Subcontractor Expenses	Cost + 12%
Other Direct Costs	Cost + 12%
Vehicle Mileage, per mile	\$ 0.60

All rates are valid for the identified year starting January 1 through December 31. Rates are subject to change on an annual basis without prior notice.



DATE:	12/7/2017
Proposal #	TI702-065
Customer ID	
Valid Until:	1/21/2018

Mr. Gary Blazek
Vierbicher
999 Fourier Drive, Suite 201
Madison, WI 53717

Proposed Stoughton Public Works Bldg
243I and 2439 County Highway A
Stoughton, Wisconsin

Comments: The costs above include staffing the project with two Wisconsin-certified Asbestos Inspectors and all expenses and bulk sample analysis costs. No air monitoring, clearance sampling, or other sampling is included with this cost estimate. A report will be prepared that will be utilized for WDNR/DHS notification requirements. Work performed will be limited to those materials accessible via an 8-foot step ladder. True North will not be responsible for repairing any building components damaged as a result of the destructive sample collection methods required to perform the inspection. If roofing material sampling is requested by Client, True North is not responsible for any leaks or damage incurred as a result of the sampling. Hazardous Materials Assessment includes asbestos inspection, lead-based paint inspection on recyclable materials (e.g., concrete and brick), and identification and quantification of "other" hazardous materials (e.g., universal wastes, refrigerants, mercury switches, etc.). No WDNR/DHS fees are included in this estimate. Report will include a single report for all structures assessed and incorporate asbestos, lead-based paint, and "other" hazardous materials identified at the site.

1. The fully executed Agreement for Professional Services dated December XX, 2017 (prepared by Vierbicher) shall apply to this scope of work.
2. Payment will be due upon receipt of invoicing.
3. Please fax, mail, or e-mail the signed price quote to the address above.

Client Acceptance (sign below):

Other	\$ -
TOTAL Due	\$ 7,700.00

Mr. Christopher H. Valcheff

Thank You For Your Business!